

ORIGINAL

1 JAMES F. CLAPP (145814)
 jclapp@sdlaw.com
 2 MARITA MURPHY LAUINGER (199242)
 mlauinger@sdlaw.com
 3 DOSTART CLAPP GORDON & COVENY, LLP
 4370 La Jolla Village Drive, Suite 970
 4 San Diego, California 92122-1253
 Tel: 858-623-4200
 5 Fax: 858-623-4299

6 JEFFREY G. SMITH (133113)
 smith@whafh.com
 7 Mark C. Rifkin
 Robert Abrams
 8 Matthew M. Guiney
 WOLF HALDENSTEIN ADLER FREEMAN & HERZ, LLP
 9 270 Madison Ave.
 New York, NY 10016
 10 Tel: 212-545-4600
 Fax: 212-545-4653

11 Attorneys for Plaintiffs

12

VIA FAX

13

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA

16

TREVOR CALLAN, TIMOTHY CALLAN,
 and RYAN CALLAN, individually and on
 behalf of all others similarly situated,

18

Plaintiffs,

19

vs.

20

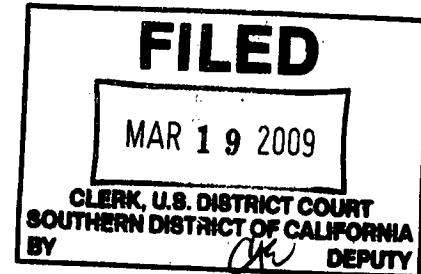
MERRILL LYNCH & CO., INC.; MERRILL
 LYNCH, PIERCE, FENNER & SMITH INC.;
 CAROL T. CHRIST; ARMANDO M.
 CODINA; VIRGIS W. COLBERT; JILL K.
 CONWAY; ALBERTO CRIBIORE; JOHN D.
 FINNEGAN; JUDITH MAYHEW JONAS;
 HEINZ-JOACHIM NEUBÜRGER; DAVID
 K. NEWBIGGING; E. STANLEY O'NEAL;
 AULANA L. PETERS; JOSEPH W.
 PRUEHER; ANN N. REESE; CHARLES O.
 ROSSOTTI; and JOHN A. THAIN,

26

Defendants.

27

28



CASE NO.

CLASS ACTION COMPLAINT FOR:
 (1) RECOVERY OF UNPAID WAGES; (2)
 VIOLATION OF B&P CODE SECTION
 17200 ET SEQ.; (3) CONVERSION; (4)
 BREACH OF FIDUCIARY DUTY; AND (5)
 VIOLATION OF ERISA

[DEMAND FOR JURY TRIAL]

CR

1

PARTIES

2 1. Plaintiffs Trevor Callan, Timothy Callan, and Ryan Callan ("Plaintiffs") are
3 individuals residing in San Diego County, California.

4 2. Defendants Merrill Lynch & Co., Inc. and Merrill Lynch, Pierce, Fenner & Smith
5 Incorporated (collectively "Merrill Lynch") are Delaware corporations doing business in San
6 Diego County, California.

7 3. Defendants Carol T. Christ, Armando M. Codina, Virgis W. Colbert, Jill K.
8 Conway, Alberto Cribiore, John D. Finnegan, Judith Mayhew Jonas, Heinz-Joachim Neubürger,
9 David K. Newbigging, E. Stanley O'Neal, Aulana L. Peters, Joseph W. Prueher, Ann N. Reese,
10 Charles O. Rossotti, and John A. Thain (collectively the "Director Defendants") are individuals
11 whose places of residence are unknown to Plaintiffs. At all relevant times, the Director Defendants
12 were members of Merrill Lynch's Board of Directors, and some or all of the Director Defendants
13 were members of the Management Development and Compensation Committee. Collectively,
14 Merrill Lynch and the Director Defendants are referred to herein as "Defendants."

15

JURISDICTION AND VENUE

16 4. This Court has subject matter jurisdiction pursuant the Class Action Fairness Act,
17 28 U.S.C. section 1332(d), in that: (1) the amount in controversy exceeds \$5,000,000, exclusive of
18 interest and costs; and (2) Plaintiffs are citizens of California whereas Merrill Lynch is a citizen of
19 New York. Alternatively, the Court has subject matter jurisdiction over the ERISA cause of
20 action pursuant to 29 U.S.C. section 1132(e) and over the state law causes of action pursuant to 28
21 U.S.C. section 1367 (supplemental jurisdiction).

22 5. Venue is proper in this Court because Plaintiffs were employed in this judicial
23 district and the events giving rise to Defendants' liability occurred here.

24

GENERAL ALLEGATIONS

25 6. Plaintiffs were employed by Merrill Lynch as Financial Advisors in San Diego
26 County, California. Plaintiffs were required to accept part of their wages in the form of "awards"
27 under the Merrill Lynch "Financial Advisor Capital Accumulation Award Plan" ("FACAAP"),
28 "Growth Award" plan, and "WealthBuilder Account Plan" (collectively, these are referred to as

1 the "Plans"). Merrill Lynch represented to Plaintiffs that these Plans were components of
2 Plaintiffs' overall compensation package. Merrill Lynch did not give Plaintiffs the option of
3 refusing to participate in the Plans and receiving all of their wages in cash.

4 7. Awards under the FACAAP were subject to an 8-year cliff vesting schedule.
5 (Before 2003, FACAAP awards were subject to a 10-year cliff vesting schedule.) Awards under
6 the Growth Award plan were subject to a 4-year cliff vesting schedule. Awards under the
7 WealthBuilder Account Plan did not vest until the participant retired from Merrill Lynch. Under
8 each Plan, if the participant left his or her employment at Merrill Lynch to work for a competitor,
9 the participant forfeited any unvested awards.

10 8. In January 2007, Plaintiffs left their employment at Merrill Lynch to set up an
11 independent financial advisory firm. Subsequently, Plaintiffs demanded that Merrill Lynch pay
12 Plaintiffs the amounts they were due under the Plans. Merrill Lynch rejected Plaintiffs' demands,
13 claiming that Plaintiffs had forfeited their awards.

CLASS ACTION ALLEGATIONS

15 9. Class Definition. Plaintiffs bring this lawsuit as a class action under Fed. R. Civ. P.
16 23. Plaintiffs seek to represent the following Classes:

17 A. The "California Class" consists of all individuals who were employed by
18 Merrill Lynch in the State of California and who, within the applicable statute of limitations,
19 allegedly forfeited awards under the Merrill Lynch FACAAP, Growth Award, or WealthBuilder
20 plans as a result of becoming employed by a competitor of Merrill Lynch.

21 B. The "Nationwide Class" consists of all individuals who were employed by
22 Merrill Lynch anywhere in the United States who, within the applicable statute of limitations,
23 received awards under the Merrill Lynch FACAAP, Growth Award, or WealthBuilder plans.

24 10. Common Questions of Fact or Law. This lawsuit is suitable for class treatment
25 because common questions of fact and law predominate over any possible individual issues.
26 Common questions include, but are not limited to, the following: (1) whether Merrill Lynch's
27 policies and procedures regarding the vesting and forfeiture of awards under the Plans were and
28 are unlawful; (2) whether awards under the Plans were and are "wages" under California Labor

1 Code section 200; (3) whether the Plans' forfeiture provisions violate Cal. Bus. & Prof. Code
2 section 16600; (4) whether the Defendants were and are fiduciaries of the FACAAP; (5) whether
3 the Plans are ERISA plans; and (6) whether Defendants' acts and omissions alleged herein caused
4 injury and, if so, what measure of damages is proper.

5 11. Numerosity. Plaintiffs allege on information and belief that each Class consists of
6 over 100 members. While Plaintiffs do not presently know the exact number of Class members,
7 the members may be identified and located using information in Merrill Lynch's personnel records

8 12. Typicality and Adequacy. Plaintiffs' claims are typical of the claims of all other
9 Class members. Plaintiffs will fairly and adequately protect the interests of the other Class
10 members and have no interests that are adverse to the Class members.

11 13. Superiority. A class action is superior to other available means for the fair and
12 efficient adjudication of this controversy. Class treatment will permit a large number of similarly
13 situated persons to prosecute their common claims in a single forum simultaneously, efficiently,
14 and without unnecessary duplication of effort and expense. Plaintiffs anticipate no difficulty in
15 the prosecution of this action as a class action.

FIRST CAUSE OF ACTION

(Recovery of Unpaid Wages)

(By the California Class Against Merrill Lynch)

14. Plaintiffs incorporate the preceding paragraphs as though set forth in full.

15. Awards to California Class members under the Plans are earned wages under Cal. Labor Code section 200.

22 16. By refusing to pay Plaintiffs and the other California Class members their awards
23 under the Plans on the ground that those awards were forfeited, Merrill Lynch violated the
24 California statutes regulating the payment of wages, including without limitation Cal. Lab. Code
25 sections 201, 202, 204, 221, and 222.

26 17. As a result of Merrill Lynch's conduct, Plaintiffs and the other California Class
27 members have been damaged in amounts to be proved at trial.

1 18. In addition, Merrill Lynch's refusal to pay the awards was willful, entitling
2 Plaintiffs and the other California Class members to waiting time penalties under Cal. Labor Code
3 section 203.

SECOND CAUSE OF ACTION

(Violation of B&P Code section 17200 et seq.)

(By the California Class Against Merrill Lynch)

7 19. Plaintiffs incorporate the preceding paragraphs as though set forth in full.

8 20. Cal. Bus. & Prof. Code section 16600 states that "every contract by which anyone
9 is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent
10 void."

11 21. The purpose and effect of the forfeiture provisions in the Plans is to restrain
12 Plaintiffs and the California Class members from working for Merrill Lynch's competitors, which
13 is a violation of Section 16600.

14 22. Merrill Lynch's inclusion of the illegal forfeiture provisions in the Plans is an
15 unlawful, unfair or fraudulent business act or practice under Cal. Bus. & Prof. Code section 17200
16 et seq.

17 23. Plaintiffs and the California Class members are persons who have suffered injury in
18 fact and have lost money or property as a result of Merrill Lynch's acts of unfair competition.

19 24. Pursuant to Cal. Bus. & Prof. Code section 17203, Plaintiffs and the California
20 Class members are entitled to an order: (1) striking the illegal forfeiture provisions from the Plans;
21 (2) restoring to Plaintiffs and the California Class members the value of the awards at the time the
22 awards were allegedly forfeited; (3) enjoining Merrill Lynch from attempting to enforce the
23 forfeiture provisions in the future; and (4) imposing whatever further injunctive relief the Court
24 deems proper.

THIRD CAUSE OF ACTION

(Conversion)

(By the California Class Against Merrill Lynch)

28 25. Plaintiffs incorporate the preceding paragraphs as though set forth in full.

1 26. By refusing to pay Plaintiffs and the other California Class members their awards
2 under the Plans on the ground that those awards were forfeited, Merrill Lynch illegally converted
3 the property of Plaintiffs and the other California Class members.

4 27. As a result of Merrill Lynch's conduct, Plaintiffs and the California Class members
5 were damaged in amounts to be proved at trial. Pursuant to Cal. Civ. Code § 3336, this damage
6 includes, without limitation, the value of the awards at the time of the conversion, plus interest,
7 plus fair compensation for the time and money properly expended in pursuit of the awards.

8 28. Merrill Lynch's acts were willful, malicious, oppressive, and done with conscious
9 disregard of the rights of Plaintiffs and the other California Class members, entitling Plaintiffs and
10 the other California Class members to an award of punitive damages.

FOURTH CAUSE OF ACTION

(Breach of Fiduciary Duty)

(By the Nationwide Class Against All Defendants)

14 29. Plaintiffs incorporate the preceding paragraphs as though set forth in full.

15 30. At all relevant times, Defendants were fiduciaries of the FACAAP and, as such,
16 had a duty to act with the utmost good faith and in the best interests of the FACAAP and all the
17 Nationwide Class members, including Plaintiffs. Furthermore, under paragraph 14 of the
18 FACAAP, Defendants had a fiduciary duty to preserve the benefit of the FACAAP for the
19 Nationwide Class members in the event of any unusual or extraordinary event that materially
20 affected the value of Merrill Lynch's common stock.

21 31. Within the applicable statute of limitations, unusual and extraordinary events
22 occurred that materially affected the value of Merrill Lynch's common stock. These included: (1)
23 Merrill Lynch's aggressive expansion into subprime mortgage-backed securities and Collateralized
24 Debt Obligations ("CDOs") despite the increase in subprime mortgage defaults and the
25 deterioration of the credit markets; (2) Merrill Lynch's failure to manage its risk in connection
26 with the subprime and CDO businesses; and (3) Merrill Lynch's failure to disclose the full extent
27 of its exposure with regard to those businesses, which artificially inflated the price of Merrill
28 Lynch's stock and led to its precipitous decline.

1 32. In light of these events, Defendants had a fiduciary duty under the FACAAP to
2 make adjustments to the FACAAP to preserve the benefit of the plan for all Nationwide Class
3 members, including Plaintiffs. Such adjustments should have included, for example: (1)
4 increasing the FACAAP awards to compensate for the decline in the price of Merrill Lynch's
5 common stock; (2) accelerating the vesting of FACAAP awards to allow the Nationwide Class
6 members to sell their common stock; or (3) giving Nationwide Class members the option of
7 receiving their FACAAP awards in cash or in some other investment vehicle.

8 33. Plaintiffs allege on information and belief that Defendants did not make any such
9 adjustments, nor did they consider any such adjustments, thereby breaching their fiduciary duty to
10 the Nationwide Class members. As a result, Plaintiffs and the other Nationwide Class members
11 have been damaged in amounts to be proved at trial.

12 34. Defendants' acts were willful, malicious, oppressive, and done with conscious
13 disregard of the rights of the other Nationwide Class members, entitling the Nationwide Class
14 members to an award of punitive damages.

FIFTH CAUSE OF ACTION

16 (Violation of ERISA, 29 U.S.C. sections 1053(a) and 1104(a))

(By the Nationwide Class Against All Defendants)

18 35. Plaintiffs incorporate paragraphs 1-14 as though set forth in full. Plaintiffs plead
19 this cause of action in the alternative to the state law claims alleged above.

20 36. The Plans are employee pension benefit plans under 29 U.S.C. section 1002(2).

21 37. The Plans violate the minimum vesting standards set forth in 29 U.S.C. section
22 1053(a).

23 38. At all relevant times, Defendants were fiduciaries of the FACAAP and, as such,
24 had a duty to act with the utmost good faith and in the best interests of the FACAAP and the
25 Nationwide Class members, including Plaintiffs. Furthermore, under paragraph 14 of the
26 FACAAP, Defendants had a duty to preserve the benefit of the FACAAP for the Nationwide Class
27 members in the event of any unusual or extraordinary event that materially affected the value of
28 Merrill Lynch's common stock.

1 39. Within the applicable statute of limitations, unusual and extraordinary events
2 occurred that materially affected the value of Merrill Lynch's common stock. These included: (1)
3 Merrill Lynch's aggressive expansion into subprime mortgage-backed securities and Collateralized
4 Debt Obligations ("CDOs") despite the increase in subprime mortgage defaults and the
5 deterioration of the credit markets; (2) Merrill Lynch's failure to manage its risk in connection
6 with the subprime and CDO businesses; and (3) Merrill Lynch's failure to disclose the full extent
7 of its exposure with regard to those businesses, which artificially inflated the price of Merrill
8 Lynch's stock and led to its precipitous decline.

9 40. In light of these events, Defendants had a fiduciary duty under the FACAAP to
10 make adjustments to the FACAAP to preserve the benefit of the plan for the Nationwide Class
11 members, including Plaintiffs. Such adjustments should have included, for example: (1)
12 increasing the FACAAP awards to compensate for the decline in the price of Merrill Lynch's
13 common stock; (2) accelerating the vesting of FACAAP awards to allow the Nationwide Class
14 members to sell their common stock; and/or (3) giving Nationwide Class members the option of
15 receiving their FACAAP awards in cash or in some other investment vehicle.

16 41. Plaintiffs allege on information and belief that Defendants did not make any such
17 adjustments, nor did they consider any such adjustments, thereby breaching their fiduciary duty to
18 the Nationwide Class members.

19 42. As a result of the foregoing conduct by Defendants, Plaintiffs and the Nationwide
20 Class members have suffered injury. Plaintiffs and the Nationwide class members are entitled to
21 monetary damages, injunctive relief, and reasonable attorneys' fees and costs, among other
22 remedies.

23 43. There is no requirement that Plaintiffs and the Nationwide Class members exhaust
24 administrative remedies, since: (1) Defendants have failed to establish a meaningful claims
25 procedure; (2) to the extent there is a claims procedure, which Plaintiffs deny, pursuing a claim
26 would be futile; (3) to the extent there is a claims procedure, the nature of Plaintiffs' fiduciary duty
27 claims makes pursuing an administrative claim inappropriate; and (4) Plaintiffs' allegations
28 involve an interpretation of ERISA, and therefore, the exhaustion requirement does not apply.

PRAYER

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For an Order certifying this action as a class action with Plaintiffs and their counsel as representatives of the Classes;
2. Awarding Plaintiffs and the Classes compensatory damages according to proof;
3. Awarding penalties to Plaintiffs and the Classes according to proof;
4. Awarding punitive damages to Plaintiffs and the Classes according to proof;
5. For an order: (1) striking the illegal forfeiture provisions from the Plans; (2) restoring to Plaintiffs and the California Class members the value of the awards at the time the awards were forfeited; and (3) enjoining Merrill Lynch from attempting to enforce the forfeiture provisions in the future.
6. Awarding Plaintiffs and the Classes prejudgment interest and costs of suit; and
7. Awarding such other relief as the Court deems proper.

Dated: March 19, 2009

DOSTART CLAPP GORDON & COVENEY, LLP

AMES E. CLAPP

Jeffrey G. Smith
Mark C. Rifkin
Robert Abrams
Matthew M. Guiney
WOLF HALDENSTEIN A
FREEMAN & HERZ LL

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

2 Plaintiffs hereby demand trial by jury on all causes of action for which a jury trial is
3 permitted.

4 | Dated: March 19, 2009

DOSTART CLAPP GORDON & COVENEY, LLP

JAMES F. CLAPP
Attorneys for Plaintiffs

82919.1

JS 44 (Rev. 12/07)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

ORIGINAL CIVIL COVER SHEET

VIA FAX

I. (a) PLAINTIFFS

Trevor Callan, Timothy Callan, and Ryan Callan

DEFENDANTS

Merrill Lynch & Co., Inc.; Merrill Lynch, Pierce, Fenner & Smith Inc., et al.

FILED

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant NEW YORK, NEW YORK
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY *[Signature]*
DEPUTY(c) Attorney's (Firm Name, Address, and Telephone Number)
James F. Clapp (145814)
DOSTART CLAPP GORDON & COVENY, LLP
4370 La Jolla Village Drive, Suite 970
San Diego, CA 92122
Tel: (858) 623-4200

'09 CV 0566 BEN WMC

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question
(U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury—Product Liability		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract				<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 861 HIA (1395ft)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 515 Habeas Corpus:	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities Other	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		
			FEDERAL TAX SUITS	
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application	
			<input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	
			<input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court

Transferred from
4 Reinstated or Reopened
5 another district (specify)

6 Multidistrict Litigation

Appeal to District
7 Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. section 1332(d); 29 U.S.C. section 1132(e)

Brief description of cause:

Class Action for Unpaid Wages, Violation of Cal. B&P Code section 17200, Conversion, Violation of ERISA

CHECK IF THIS IS A CLASS ACTION DEMAND \$ CHECK YES only if demanded in complaint:
UNDER F.R.C.P. 23 JURY DEMAND: Yes No

VII. REQUESTED IN COMPLAINT:
VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

March 19, 2009

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # *161262* AMOUNT \$ *350*

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION**

161262 — SR

**March 20, 2009
16:00:05**

Civ Fil Non-Pris

USAO #: 09CV0566
Judge.: ROGER T BENITEZ
Amount.: \$350.00 CK
Check#: BC#36893

Total-> \$350.00

FROM: CALLAN V. MERRILL LYNCH & CO
CIVIL FILING